**INVITATION TO BID** DATE: 12/02/2009 THIS IS NOT AN ORDER

JEFFERSON PARISH BID NO.: 50-00096133

Solicitation #B2009000283 **P.O. BOX 9** 

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PURCHASING DEPARTMENT GRETNA, LA. 70054-0009 504-364-2678

**BUYER: D. Nelson VENDOR:** 

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 1/05/2010 AND PUBLICLY OPENED UPON COMPLETION OF ADMINISTRATIVE TASKS.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

# INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY.

Questions on this bid are to be faxed to (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH will accept one bid only from each vendor. Items bid must meet or exceed specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$20,000.00 and the bidder is an agency, corporation, partnership, or other legal entity, the president, vice-president, secretary/treasurer, or an authorized agent, shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, or other legal entity shall be attached to the proposal.

AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articlesoffered by competitorsoutside the state. "LSA-R.S.38:2251-2261"

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

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#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

PRICES: Jefferson Parish is exempt from paying sales tax under LSA-RS 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. If a contractor is to act as Purchasing Agent for tax-exempt purposes, the Parish shall specifically state so within this bid specification. All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

JEFFERSON PARISH requires a firm price. Quoted price will remain firm until

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 105529 or 105530 dated 5/17/06. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

POSTING OF BIDS: Non-Advertised bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA, for a period of Five (5) working days after opening date.

Advertised bids will be tabulated and a copy forwarded to each responsive bidder.

## ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

7,8,9,12,13,14,15,16

- 1. All bidders are invited to attend the pre-bid conference. Failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. This conference is held to allow questions to be answered and inspect the site with owner's representative, etc. Failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification (with no additional cost to the owner).
- Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
- 3. A Louisiana state contractor's license may be required in accordance with LSA-R.S. 37:2150 et seq.

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#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid. 5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public. 6. All awards in excess of \$5,000.00 for the construction, alteration, or repair of any public works will b reduced to a formal contract which shall be recorded at the contractor's expense. A price list of recordation costs may be obtained from the Clerk of Court and Ex-officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 reduced to formal contract will require a performance bond. 7. A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. Performance bond shall be supplied at the signing of the contract. 8. Please indicate if you have insurance: YES \_\_\_\_\_ NO \_\_\_\_ Successful bidder will be required to furnish proof of insurance to this office. Successful bidder will be required to furnish Federal I.D. Number. 9. Minimum insurance requirements for this bid are as indicated on the attached sheet. 10. Each bid must be accompanied by a cashier's check, certified check, money order, or surety bid bond in the amount of 5% of the bid. 11. Affidavit required to be submitted with bids on all solicitations for construction, alteration or demolition of public building or project. (LSA-R.S. 38:2224) 12. This is a requirements contract to be provided on an as needed basis. 13. All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be appled to purchases made after the request is made. Are you requesting an escalation provision?

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_\_%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_

\_\_\_\_\_ NO \_\_\_\_

- 14. In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, JEFFERSON PARISH may purchase on an emergency basis from the next lowest bidder, or available source, until such time as the successful bidder has notified the PARISH in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and price will be provided.
- 15. Vendor will be required to submit to the chief buyer of the JEFFERSON PARISH Purchasing Department a quarterly usage report by item of all items listed on this proposal.
- 16. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

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# **INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**DELIVERY: FOB JEFFERSON PARISH** 

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

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INDICATE STARTING TIME (IN I	DAYS) FOR CONSTRUCTION WORK
INDICATE COMPLETION TIME (	IN DAYS) FOR CONSTRUCTION WORK
LOUISIANA CONTRACTOR'S	LICENSE NO.: (if applicable)
*** ALL BIDDERS M	UST COMPLETE SECTION BELOW ***
FIRM NAME:	
CIONATURE	TITLE
SIGNATURE: (Must be signed here)	TITLE:
PRINT OR TYPE NAME:	
ADDRESS:	
CITY, STATE:	ZIP:
TELEPHONE:	FAX:
( ) EMAIL ADDRESS:	( )
EMAIL ADDICESS.	

TOTAL PRICE OF ALL BID ITEMS: \$ \_\_\_\_\_

NOTE: All bids should be returned with the bid number and bid opening date indicated on the outside of the envelope submitted to the Purchasing Department.

THIS BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY/FIRM FOR BID TO BE VALID. BID PACKAGE, INCLUDING INSTRUCTIONS AND SPECIFICATIONS, MUST BE RETURNED IN ITS ENTIRETY FOR BID TO BE VALID. SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

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**SEALED BID** 

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ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT FOR TRUCK RENTAL FOR JEFFERSON PARISH DEPARTMENT OF		
			PUBLIC WORKS AND ALL JEFFERSON PARISH AGENCIES AND MUNICIPALITIES		
1	3925	HR	0010 12 CU. YD. WATER LEVEL BODY, DUMP TRUCK WITH OPERATOR AND FUEL		
		:	HOUR (STRAIGHT TIME, ONE (1) UNIT)		
2	1	HR	0020 HOUR (STRAIGHT TIME, THREE (3) OR MORE UNITS)		
3	1000	HR	0030 HOUR (OVERTIME, ONE (1) UNIT)		
4	1	HR	0040 HOUR (OVERTIME, THREE (3) OR MORE UNITS)		
5	1	HR	0050 15 CU. YD. WATER LEVEL BODY, DUMP TRUCK WITH OPERATOR AND FUEL		
		·	HOUR (STRAIGHT TIME, ONE (1) UNIT)		
6	1	HR	0060 HOUR (OVERTIME, ONE (1) UNIT)		
7	2925	HR	0070 18 CU. YD. WATER LEVEL BODY, DUMP TRUCK WITH OPERATOR AND FUEL		
			HOUR (STRAIGHT TIME, ONE (1) UNIT		
8	600	HR	0080 HOUR (OVERTIME, ONE (1) UNIT)		
9	80	HR	0090 20 CU. YD. WATER LEVEL BODY, DUMP TRUCK WITH OPERATOR AND FUEL		
			HOUR (STRAIGHT TIME, ONE (1) UNIT)		

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

SEALED BID

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BID NO.: 50-00096133

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
10	1	HR	0100 HOUR (OVERTIME, ONE (1) UNIT)		
11	2350	HR	0110 24 CU.YD. WATER LEVEL BODY, DUMP TRUCK WITH OPERATOR AND FUEL		
			HOUR (STRAIGHT TIME, ONE (1) UNIT)		
12	175	HR	0120 HOUR (OVERTIME, ONE (1) UNIT)		
13	15	HR	0130 HOUR (STRAIGHT TIME, THREE (3) OR MORE UNITS)		
14	1	HR	0140 HOUR (OVERTIME THREE (3) OR MORE UNITS)		
15	1	HR	0150 30 CU. YD. WATER LEVEL BODY, DUMP TRUCK WITH OPERATOR AND FUEL		
:			HOUR STRAIGHT TIME ONE (1) UNIT.		
16	1	HR	0160 HOUR (OVERTIME, ONE (1) UNIT)		
17	2350	HR	0170 TRACTOR WITH 5TH WHEEL, TWIN AXLES, 45000 LB. TANDEM WITH 237-300		
			HP DIESEL ENGINE WITH OPERATOR AND FUEL HOUR (STRAIGHT TIME, ONE (1) UNIT)		
18	1	HR	0180 HOUR (OVERTIME, ONE (1) UNIT)		
19	1	HR	0190 TANK TRAILERS, STEEL MULTI-PUR- POSE, DOUBLE CONICAL BODY, 7000 GALLON		
			CAPACITY		
			HOUR (STRAIGHT TIME,		

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

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BID NO.: 50-00096133 **SEALED BID** 

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
20	1	HR	ONE (1) UNIT) 0200 HOUR (OVERTIME)		
:					

A PERFORMANCE BOND WILL BE REQUIRED FOR THIS BID. THE AMOUNT OF THE BOND WILL BE 50% OF THE CONTRACT PRICE. PERFORMANCE BOND SHALL BE SUPPLIED AT THE SIGNING OF THE CONTRACT.

#### 1. SCOPE

THIS SPECIFICATION SETS FORTH THE REQUIREMENTS FOR THE RENTAL OF CONTRACTOR'S TRUCKS WITH OPERATOR, FUEL, AND MAINTENANCE FOR USE BY ALL DEPARTMENTS OF JEFFERSON PARISH.

# 2. GENERAL CONDITIONS AND REQUIREMENTS

THE GENERAL SPECIFICATIONS FOR THESE CONTRACT DOCUMENTS ARE THE GENERAL SPECIFICATIONS OF JEFFERSON PARISH ADOPTED UNDER JEFFERSON PARISH COUNCIL RESOLUTION NO 105529 AND AS AMENDED BY ORDINANCES AND RESOLUTIONS. THESE DOCUMENTS ARE NOT REPRODUCED HEREIN; HOWEVER, BIDDER SHALL BE PRESUMED TO HAVE FULL KNOWLEDGE OF THESE GENERAL CONDITIONS. COPIES ARE AVAILABLE WITH THE CLERK OF JEFFERSON PARISH COUNCIL.

THE CONTRACTOR MUST BE ABLE TO RESPOND, BE ON SITE AND BE READY TO WORK WITHIN TWO (2) HOURS OF INITIAL CALL-OUT. ASSIGNMENTS FOR WORK IN PROGRESS WILL BE GIVEN BY THE USER DEPARTMENT'S SUPERVISORY PERSONNEL PRIOR TO THE END OF THE WORK DAY.

IT IS ASSUMED THAT ALL TANKS AND TRAILERS ARE AVAILABLE FOR RENTAL USE ON BOTH THE EAST AND WESTBANKS OF JEFFERSON PARISH. SHOULD THE CONTRACTOR HAVE ANY GEOGRAPHICAL RESTRICTIONS FOR RENTAL OF ANY OF HIS EQUIPMENT, HE SHOULD NOTE SAME BY ATTACHMENT TO HIS BID (EXAMPLE BID ITEM #0090 - 20 CU.YD. TRUCK AVAILABLE ONLY ON THE EAST BANK OF JEFFERSON PARISH)

# 3. TRUCKS AND TRAILERS

ALL UNITS RENTED BY JEFFERSON PARISH SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODES AND SAFETY STANDARDS.

THE CONTRACTOR SHALL BE ABLE TO SUPPLY ALL OF THE UNITS ON A ONE (1) DAY NOTICE (24 HOURS):

THE CONTRACTOR SHALL GIVE ALL REQUIRED NOTICES AND COMPLY WITH ALL LAWS, ORDIANCES, RULES AND REULATIONS NECESSARY TO ACCOMPLISH THE WORK AND SHALL BE RESPONSIBLE FOR SAME.

#### PAYMENTS TO CONTRACTOR

THE CONTRACTOR IS TO EXECUTE AND SUBMIT ON A WEEKLY BASIS DAILY WORK SHEETS AS TO TYPE OF VEHICLE, LICENSE NUMBER, NUMBER OF HOURS WORKED AND GENERAL LOCATION WORKED, SIGNED BY THE OPERATOR COUNTER-SIGNED BY THE PARISH REPRESENTATIVE ON ALL VEHICLES RENTED, AND FORWARDED TO THE DEPARTMENT OF PUBLIC WORKS FOR PAYMENT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OPERATOR'S SUBMITTAL OF EACH RENTED UNITS DAILY WORK SHEET. TWO (2)
TRIP RECORD SHEETS WILL BE FILLED OUT LISTING OPERATOR'S NAME, TRUCK NUMBER AND NUMBER OF LOADS COMPLETED WITH LOADING AND DUMPING DESTINATIONS. SAID RECORDS WILL BE SIGNED BY PARISH PERSONNEL. OPERATOR IS TO SUBMIT ONE COPY DAILY TO SAID PARISH REPRESENTATIVE AND RETAIN THE REMAINING COPY FOR HIS RECORDS.

#### **INJURY AND DAMAGES**

THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL INJURIES TO PERSONS AND DAMAGES TO PROPERTY OF JEFFERSON PARISH OR OTHERS RESULTING FROM THE NEGLIGENCE OF Bid 50-96133/Solicitation #B2009000283 Page 10

HIMSELF, HIS EMPLOYEES OR AGENTS DURING THE PROGRESS OF OR CONNECTED WITH THE PROGRESSION OF THE WORK.

#### **WORK AND RENTAL PERIODS**

THE CONTRACTOR SHALL CONSIDER THE NORMAL WORK DAY TO BE BETWEEN THE HOURS OF 6:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY. THE CONTRACTOR SHALL NOT PERFORM ANY WORK ON ANY DAYS OBSERVED AS LEGAL JFEERSON PARISH HOLIDAYS OR SATURDAY AND SUNDAYS UNLESS AUTHORIZED IN WRITING TO DO SO.

A) THE RENTAL RATE WILL BE PER DAY, WEEK, OR MONTH BASED ON:

ALTERNATIVE 1) IF RENTAL EQUIP-MENT IS USED LESS THAN THREE DAYS; THEN THE OVERTIME WILL BE COMPUTED DAILY.

ALTERNATIVE 2) IF RENTAL EQUIP-MENT IS USED THREE OR MORE DAYS;
THEN THE OVERTIME WILL BE COMPUTED ON A WEEKLY BASIS OF A 40 HOUR WEEK. ANY TIME AFTER THE 40 HOUR WEEK WILL BE CONSIDERED OVERTIME. THE WEEKLY PERIOD WILL BE THE ONE THE CONTRACTOR IS USING (i e, MONDAY - FRIDAY, THURSDAY - WEDNESDAY, ETC.) AND WILL BE MAINTAINED THROUGH THE LIFE OF THE TASK CONSIDERED OR PROJECT ASSIGNED.

THE HOURLY RATE QUOTED BY THE CONTRACTOR MUST INCUDE THE COST OF OPERATOR, FUEL AND MAINTENANCE AND DOES NOT INCLUDED ONE (1) HOUR PER DAY FOR LUNCH OR AS AGREED WITH JEFFERSON PARISH PERSONNEL.

THE MINIMUM RENTAL PERIOD ON CALL OUT WILL BE FOUR (4) HOURS WHETHER OR NOT

UNIT IS USED.

TARDINESS ON THE PART OF THE CONTRACTOR'S OPERATOR IN REACHING THE JOB SITE AT THE START OF THE WORK PERIOD OR DURING THE HAULING PERIOD FROM LOADING SITE TO DISPOSAL SITE WILL NOT BE TOLERATED AND SUCH TIME WILL BE DEDUCTED FROM CONTRACTOR'S PAYMENT FOR THAT DAY.

THE RENTAL PERIOD ENDS WHEN THE FORE-MAN IN CHARGE OF THE JOB DISMISSES THE TRUCK FOR THE DAY. THERE SHALL BE NO COMPENSATION FOR TRAVEL TIME TO AND FROM THE JOB SITE EXCEPT WHEN UNIT IS LOADED AS STATED PREVIOUSLY.

JEFFERSON PARISH RESERVES THE RIGHT TO RENT UNITS FROM OTHERS IN THE EVENT THE CONTRATOR CANNOT FURNISH UNITS AS SPECIFIED HEREIN AND THE CONTRACTOR SHALL REIMBURSE JEFFERSON PARISH FOR SUCH COSTS INCURRED.

REPAIRS, DAMAGES & DOWNTIME

ANY AND ALL REPAIRS TO RENTAL UNITS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

DAMAGES DUE TO VANDALISM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COVERED UNDER THE CONTRACTOR'S INSURANCE POLICY.

IN THE EVENT OF DOWNTIME DUE TO TIRE REPAIRS OR MECHANICAL FAILURES, THE CONTRACTOR SHALL BE ALLOWED ONE (1) HOUR TO MAKE REPAIRS AND RESUME WORK. ANY DOWNTIME IN EXCESS OF ONE (1) HOUR WILL BE DEDUCTED FROM CONTRACTOR'S PAYMENT FOR THAT DAY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC OR PRIVATE

UTILITIES OR ANY PROPERTY DAMAGE DUE TO HIS NEGLIGENCE OR CARLESSNESS.

#### SUBCONTRACTORS

THE CONTRACTOR MAY COMPLETE HIS BID BY USE OF SUBCONTRACTORS. HOWEVER, JEFFERSON PARISH WILL MAKE PAYMENT FOR WORK PERFORMED ONLY TO THE CONTRACTOR ANY PAYMENT TO SUBCONTRACTORS SHALL BE THE RESPONSIBLILITY OF THE CONTRACTOR. UNDER THE TERMS OF THIS CONTRACT, SUBCONTRACTOR EFFORT SHALL BE LIMITED TO A MAXIMUM OF THIRTY PERCENT (30%) OF TOTAL WORK PERFORMED.

#### **EQUIPMENT LIST**

THE CONTRACTOR SHALL SUBMIT, WITH HIS BID, A LIST OF ALL UNITS OWNED AND/OR RENTED. LIST SHALL INCLUDE YEAR, MAKE, MODEL, SERIAL NUMBER AND LICENSE NUMBER OF EACH UNIT AND STATE HOW MANY UNITS CAN BE MADE AVAILABLE ON A TWO (2) HOUR NOTICE.

# WASTE TIRE HAULING LICENSE

THE CONTRACTOR SHALL SUBMIT, WITH HIS BID, PROOF THAT HIS TRUCKS HAVE A LICENSE TO HAUL WASTE TIRES AS ISSUED BY THE STATE OF LOUISIANA, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ), SOLID WASTE DIVISION.

#### SLUDGE HAULING PERMIT

THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS AND LICENSES AT HIS OWN EXPENSE IN ORDER TO HAUL WASTEWATER TREATMENT SLUDGE (APPROX. 25% SOLIDS) FROM SEWERAGE PLANTS LOCATED ON THE EAST & WEST BANKS OF JEFFERSON PARISH TO THE JEFFERSON PARISH SANITARY LANDFILL (WEST BANK - HWY. 90 WEST).

# **INSURANCE REQUIREMENTS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated 05/17/06

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 105529.

# **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

## **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

# COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### **DEDUCTIBLES**

No insurance required shall include a deductible not greater that \$10,000.00. The cost of the deductible be borne by the contractor.

#### **UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

# **CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:**

#### OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

#### **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

# **CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEET	TING OF THE BOARD OF DIRECTORS OF
INCORPORATED.	
AT THE MEETING OF DIRECTORS O INCORPORATED, DULY NOTICED A A QUORUM BEING THERE PRESENT WAS:	F, ND HELD ON, Γ, ON MOTION DULY MADE AND SECONDED. IT
FACT OF THE CORPORATION WIT BEHALF OF THIS CORPORATION AND TRANSACTIONS WITH THE PA DEPARTMENTS, EMPLOYEES OR A EXECUTION OF ALL BIDS, PAPERS, CONTRACTS AND ACTS AND T PURCHASE ORDERS AND NOTICES ANY SUCH BID OR CONTRACT	DESIGNATED AS AGENT AND ATTORNEY-IN-H FULL POWER AND AUTHORITY TO ACT ON IN ALL NEGOTIATIONS, BIDDING, CONCERNS RISH OF JEFFERSON OR ANY OF ITS AGENCIES, GENTS, INCLUDING BUT NOT LIMITED TO, THE DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, TO RECEIVE AND RECEIPT THEREFOR ALL SISSUED PURSUANT TO THE PROVISIONS OF THIS CORPORATION HEREBY RATIFYING, ACCEPTING EACH AND EVERY SUCH ACT ATTORNEY-IN-FACT.
A E A O A	HEREBY CERTIFY THE FOREGOING TO BE TRUE AND CORRECT COPY OF AN XCERPT OF THE MINUTES OF THE BOVE DATED MEETING OF THE BOARD F DIRECTORS OF SAID CORPORATION, ND THE SAME HAS NOT BEEN EVOKED OR RESCINDED.
	SECRETARY-TREASURER
	DATE